



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

person or corporation whose buildings or other property may be injured by fire communicated by its locomotive engines, and shall have an insurable interest in the property upon its route, for which it may be so held responsible, and may procure insurance thereon in its own behalf." The respondents defended on the ground that the statute did not apply to them as receivers, but that the corporation itself was liable. *Held*, that the statute was remedial and applied in this case. Remedial statutes are to be construed liberally, and so as to advance the remedy and carry out the object in view in their enactment. Cases may come so obviously within the equity of a statute that it would be unreasonable to suppose that they were not intended by the legislature to be embraced within it, though the literal sense of the language used might not include them.

Municipal Corporations—Power to Prohibit Liquor Traffic—Repeal of Statutes.—Bailey Liquor Co. v. Austin, 82 Fed. Rep. 785. An act of the legislature and an ordinance of the town council of G— forbade the sale of intoxicating liquors within the limits of the town. State constables and others acting under the authority of the town council seized a quantity of wine, whiskey, and beer offered for sale in original packages. *Held*, that they acted within their power and that such act and ordinance were a valid exercise of the police power. The above act and ordinance were not repealed by the "Dispensary Law." Repeals of statute by implication are not favored and can never be admitted when the former can stand with the new act. *Chew Heong v. U. S.*, 112 U. S. 536, 5 Sup. Ct. 255.

Assignment for Benefit of Creditors—Constitutional Law—Impairing Contracts—Judgment by Warrant of Authority.—Second Ward Sav. Bank of Milwaukee v. Schrauck, 73 N. W. Rep. (Wis.) 31. Ch. 334, Laws 1897, relating to voluntary assignments, provide that all attachments, levies, garnishments, or other processes against an insolvent debtor, within ten days prior to an assignment for the benefit of creditors, made by such debtor, shall be dissolved and the property attached or levied upon be turned over to the assignee. *Held*, void, as impairing the obligation of contracts, in so far as it applies to notes and warrants of attorney, and judgments and valid executions to enforce the same. Such statute, though acting on the remedy alone, is as void as if it affected the obligation of the contract, as in effect it substantially impairs the obligation of the contract itself. *Edwards v. Kearney*, 96 U. S. 600; *Green v. Biddle*, 8 Wheat. 1; *State of Tennessee v. Sneed*, 96 U. S. 69, etc. Cas-sody, C. J., dissenting, held that the act was such an insolvent law as the State legislatures were held to be empowered to pass in *Ogden v. Saunders*, 12 Wheat. 213-219. State statutes may impair the remedy on an existing contract, without necessarily impairing the contract itself. *Von Baumbach v. Bode*, 9 Wis. 569; *Sturgis v. Crowninshield*, 4 Wheat. 122; *Morely v. R'y Co.*, 146 U. S. 162, 13 Sup. Ct. 54. The act in question does not undertake to discharge the insolvent debtor, but merely to prevent preferences out of such of the insolvent's estate as existed at the time of making the assignment.

MISCELLANEOUS.

Wills—Rights of Life Tenants—Stock Dividends—Income.—McLouth v. Hunt, 48 N. E. (N. Y.) 548. An action was brought to procure a judicial construction of a will providing that the estate be divided into three parts and that the same should be held for the benefit of the testatrix's three grandchil-